

At a hearing on February 25, 1988, testimony was taken from the parties in connection with the collective bargaining agreement and the Declaratory Judgment request. Such testimony indicated that the parties have read the section quoted to require one warrant article for all cost items for the School District, not differentiating those arising under the collective bargaining agreement in any separate warrant article. This requirement is alleged to deprive the voters at the School District meeting of a clear understanding of the impact of costs under the teachers' contract and an opportunity to take action thereon. Testimony from a School Board member and two members of the town budget committee indicated that a similar situation arising under a collective bargaining agreement involving staff members in the school resulted in hard feelings and resentment at the 1987 School District meeting.

Counsel for the Conway School District, citing RSA 273-A:3, II (b), RSA 273-A:5, I (e) and decisions by the PELRB in prior cases, claims that the collective bargaining agreement Section 25-15 is illegal. This is based on the requirement that agreed upon cost items be submitted to the voters and on the decision of the PELRB in the case Newport Police Benevolent Association vs. Town of Newport, (Decision No. 83-43).

The representative of the Conway Education Association, NEA-NH disagreed with the assertions of the School Board, moved to dismiss the proceedings as premature and stated that the voters were free to take any action they wanted on the warrant, whether on one article or several, noted that the collective bargaining agreement section is similar to those in other districts, submitted a brief citing prior PELRB decisions and disagreed with the reading of the Newport case presented by the School Board.

RULINGS OF LAW

The PELRB has stated in the past that the statute does not require any particular form of submission to the voters and that individual warrant articles are not required for submission of cost items. See Colebrook Education Association vs. Colebrook School Board, (Decision No. 79028, 1979); Winnisquam Regional Teachers Association, NEA-NH vs. Winnisquam Regional School Board, (Decision No. 84-91, 1984). The Board believes these decisions are appropriate and proper and that the parties are best served when they select methods for submission from various alternatives available. The parties are free to negotiate terms concerning these submissions which do not violate the law. In the Conway case before the Board at present, the parties have agreed upon a section in their collective bargaining agreement prohibiting a separate warrant article. This is not illegal and the Board will not disturb the terms of a collective bargaining agreement which is legal.

DECISION

The PELRB finds that the collectively bargained Section 25-15 is legal. Actions taken as to the submission of cost items to the School Board District meeting should be taken in accordance with that section, consistent with this decision.


EDWARD J. HASELTINE, Chairman

Signed this 4th day of March, 1988.

By unanimous consent. Members Seymour Osman and James C. Anderson also present and voting. Also present Exec. Director Evelyn C. LeBrun and Counsel Bradford E. Cook.